B 210A (Form 210A) (12/09)

#### UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDINGS INC.

Case No. <u>08-13555 (JMP)</u>

#### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

### Monarch Capital Master Partners LP Name of Transferee

Name and Address where notices to transferee should be sent:

Monarch Capital Master Partners LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attention: Michael Gillin Morgan Stanley & Co. International plc
Name of Transferor

Court Claim # (if known): 50330
Amount of Claim; transferred amount – U\$\$51,303.60
13.28413284% of total claim
U\$\$386,202.10 relating to I\$\$IN
X\$0195431613
Allowed Amount of Claim – transferred amount U\$\$51,516.84
13.28413284% of total allowed claim
U\$\$387,807.37 relating to I\$\$IN
X\$0195431613
Date Claim Filed: 28 October 2009

Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email:michael.gillin@monarchlp.com; fundops@monarchlp.com

Phone:

Last Four Digits of Acct. #:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

566570.1/9999-00999

#### USD PAYMENT INSTRUCTIONS:

Chase Manhattan Bank, N.Y.
ABA# 021-000-021
F/A/O Goldman Sachs & Co, N.Y.
A/C# 930-1-011483
F/F/C Monarch Capital Master Partners LP
A/C# 002-39888-1

#### **EUR PAYMENT INSTRUCTIONS:**

Swift Code: DEUTDEFF Bank Name: Deutsche Bank

City: Frankfurt

IBAN A/C #: DE17500700100960192300 Entity Name: Goldman Sachs & Co., New York F/F/C Monarch Capital Master Partners LP

A/C# 002-39888-1

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

#### MONARCH CAPITAL MASTER PARTNERS LP

By: Monarch Alternative Capital LP

Its: Advisor\_\_\_\_\_\_

Michael A. Weinstock Managing.Principal

Date: March 12, 2012

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

#### Exhibit A

Evidence of Transfer from Transferor to Transferee

## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, MORGAN STANLEY & CO. INTERNATIONAL PLC ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to MONARCH CAPITAL MASTER PARTNERS LP (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage and nominal nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 50330 filed by or on behalf of Banca IMI SPA (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penaltics, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in <a href="Schedule 1">Schedule 1</a> attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- Seller hereby waives any objection to the transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 12 day of March 2012.

#### PURCHASER MONARCH CAPITAL MASTER PARTNERS LP

By: Monarch Alternative Capital LP

Its: Advisor

Name: Title: Michael A. Weinstock Managing Principal

Monarch Capital Master Partners LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 Attn: Michael Gillin Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email: michael.gillin@monarchlp.com;

fundops@monarchip.com

SELLER MORGAN STANLEY & CO. INTERNATIONAL PLC

By:\_\_\_\_\_\_ Name: Title:

25, Cabot Square Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanlev.com

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 12 day of March 2012.

#### PURCHASER MONARCH CAPITAL MASTER PARTNERS LP

By: Monarch Alternative Capital LP

Its: Advisor

Monarch Capital Master Partners LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022

Attn: Michael Gillin Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email:michael.gillin@monarchlp.com;

fundops@monarchlp.com

SELLER

MORGAN STANLEY & CO. INTERNATIONAL PLC

Name: Title:

> BRIAN CRIPPS Authorised Signatory

25, Cabot Square Canary Wharf London E14 4QA

E-mail: Indistressed@morganstanley.com

# Purchased Claim

13.28413284% of the proof of claim (\$51,303.60 of \$386,202.10) (in each case, plus accrued and unpaid interest and other amounts) with respect to ISIN XS0195431613 or 13.28413284% of the allowed claim amount (\$51,516.84 of \$387,807.37) relating to XS0195431613, as set forth in that Notice of Proposed Claim Amount, dated August 24, 2011.

Lehman Programs Securities to which Transfer Relates

				, , , , , , ,		Matricita
Description of	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional   Coupon	Coupon	Mathing
				Amount &		
				Accrued Interest		
Lehman Brothers	Tehman Brothers XS0195431613 Lehman	Lehman	Lehman	EUR 36,000.00	HICP	14 July 2014
Treasury CO. BV		Brothers	Brothers		(Inflation)	
Program		Treasury	Holdings Inc		Linked Note	
Courrition Ronde		CO BV				
Securities Doines						

Schedule I-1

Exhibit B

Proof of Claim

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.  Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000050330
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009	
Name and address of Creditor: (and name and address where notices should be Creditor)	sent if different from  Check this box to indicate that this claim amends a previously filed claim.
Banca Wi S/A P. Glordano Decl'ahore 3	Court Claim Number:
20121 MILAHO ITALY	Filed on:
Telephone number: \$\frac{1}{2} \frac{34.02.72611}{2611}  Email Address: LEGAL. DEPARTHENT Name and address where payment should be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: Email Address:	
1. Provide the total amount of your claim based on Lehman Programs Securities as of September 15, 2008, whether you owned the Lehma and whether such claim matured or became fixed or liquidated before or after dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs Amount of Claim: \$ SEE SCHEDULE (Required)  1. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may which this claim relates.	re filing this claim with respect to more than one Lehman Programs Security, Security to which this claim relates.  In addition to the principal amount due on the Lehman Programs Securities.  In Lehman Programs Security to which this claim relates. If you are filing attach a schedule with the ISINs for the Lehman Programs Securities to
International Securities Identification Number (ISIN): SEE SCH.	EDULE (Required)
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electron appropriate (each, a "Blocking Number") for each Lehman Programs Security from your accountholder (i.e. the bank, broker or other entity that holds such a than one Lehman Programs Security, you may attach a schedule with the Blocking Number.  Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number:	for which you are filing a claim. You must acquire a blocking Number securities on your behalf). If you are filing this claim with respect to more king Numbers for each Lehman Programs Security to which this claim
SEE SCHEDULE (Requi	<del></del>
4. Provide the Clearstream Bank, Euroclear Bank or other depository particips you are filing this claim. You must acquire the relevant Clearstream Bank, Et accountholder (i.e. the bank, broker or other entity that holds such securities coumbers.	n your behalf). Beneficial holders should not provide their personal account
Accountholders Euroclear Bank, Clearstream Bank or Other Depository 74075 CLEARSTREAM BANK (Requir	ed)
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: I consent to, and are deemed to have authorized, Euroclear Bank, Clearstream disclose your identity and holdings of Lehman Programs Securities to the Del reconciling claims and distributions.	Bank or other depository to others for the purpose of OCT 2 8 2009
Date.  Octuber 27  Signature: The person filing this claim must sign it. Sign of the creditor or other person authorized to file this claim number if different from the notice address above. Attach any.  ANDIES MANDEES	and print name and title, if any, and state address and telephone

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### DEFINITIONS\_

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

#### filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

#### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

#### Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009.

#### INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a>) to view your filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

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ISIN	Issuer	Guarantor	Claim (in the original currency, being EUR)	Claim (in US\$)	Clearstream Bank blocking number	Accountholders Clearstream Bank Participant Account Number
XS0252834576	Lehman Brothers	N/A	3,000.00	4,275.30	CA28230	74075
	Holdings Inc.		plus interest	plus interest		
			accrued and	accrued and		
			unpaid up to	unpaid up to		
			(but excluding)	(but excluding)		
			September 15,	September 15,		
			2008	2008		
XS0211814123	Lehman Brothers	Lehman Brothers	1,230,000.00	1,752,873.00	CA28229	74075
	Treasury Co. B.V.	Holdings Inc.	plus interest	plus interest		
			accrued and	accrued and		
			unpaid up to	unpaid up to		
			(but excluding)	(but excluding)		
			September 15,	September 15,		
			2008	2008		
XS0213899510	Lehman Brothers	N/A	5,000.00	7,125.50	CA28232	74075
	Holdings Inc.		plus interest	plus interest		
		-	accrued and	accrued and		
			unpaid up to	unpaid up to		
			(but excluding)	(but excluding)		
			September 15,	September 15,		
			2008	2008		

# BANCA IMI

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	74075							74075							74075							74075				•			74075		
	CA28231							CA28236							CA28239							CA28237							CA28241		
	1,425.10			unpaid up to	(but excluding)	September 15,	2008	991,869.60		accrue	unpaid up to	(but excluding)	September 15,	2008	350,574.60		accrn	unpaid up to	(but excluding)	September 15,	2008	259,368.20	plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008	1,313,942.20	plus interest	red
	1,000.00		accrued and	unpaid up to	(but excluding)	September 15,	'	00.000,969	plus interest	accrued and	unpaid up to	(but excluding)	September 15,		246,000.00	plus interest	accrued and	unpaid up to	(but excluding)	nber 15,	ļ	182,000.00	plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008	922,000.00	plus interest plus	accrued and
	Lehman Brothers	Holdings PLC						Lehman Brothers	Holdings Inc.						Lehman Brothers	Holdings Inc.						Lehman Brothers	Holdings Inc.						Lehman Brothers	Holdings Inc.	)
	Lehman Brothers UK	Capital Funding LP						Lehman Brothers	Treasury Co. B.V.						Lehman Brothers	Treasury Co. B.V.					:	Lehman Brothers	Treasury Co. B.V.	•					Lehman Brothers	Treasury Co. B.V.	
	XS0215349357							XS0210782552							XS0202417050							XS0220704109							XS0176153350		

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	74075		74075			-	74075					74075						
	CA28242		CA28243				CA28240			٠		CA28238						
unpaid up to (but excluding) September 15, 2008	1,073,100.30 plus interest accrued and unpaid up to	(but excluding). September 15, 2008	386,202.10 plus in	accrued and unpaid up to	(but excluding)	September 15, 2008	353,424.80	plus interest	unpaid up to	(but excluding)	September 15, 2008	356,275.00		accrued and	unpaid up to	(but excluding)	September 15,	2008
to ing) 15,		ng) 15,	00 Interest	accrued and unp to	(but excluding)	15,	00.00	plus interest	up to	(but excluding)	September 15, 2008	250,000.00	plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008
	Lehman Brothers Holdings Inc.		Lehman Brothers Holdings Inc.				Lehman Brothers	Holdings Inc.		-		N/A						
	Lehman Brothers Treasury Co. B.V.		Lehman Brothers Treasury Co. B.V.				Lehman Brothers	Treasury Co. B.V.				Lehman Brothers	Holdings Inc.	•				
	XS0181945972		XS0195431613				XS0200284247					XS0268648952						

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74075							74075													
CA28246							CA28245													
223,000.00 317,797.30	plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008	7,125,500.00	plus interest plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008	14,293,753.00		accrued and	unpaid up to	(but excluding)	September 15,	2008
223,000.00	plus interest plus	accrued and accrued and	unpaid up to	(but excluding)	September 15,	2008	5,000,000,00	plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008 2008	10,030,000.00	plus interest	accrued and	unpaid up to	(but excluding)	September 15, September 15,	2008
Lehman Brothers	Holdings Inc.						iers	Holdings Inc.												
Lehman Brothers	Treasury Co. B.V.						Lehman Brothers	Treasury Co. B.V.												
XS0208459023							XS0259691383							TOTAL						

Please note that Banca IMI reserves its rights to seek payment of interests to the fullest extent permitted by the applicable law and the Court, at the applicable interest rate and its rights to seek payment of costs, yet to be determined, to the fullest extent permitted by the Court, the Bankruptcy Code and any applicable law.

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